

Request for Proposals Tandem Vibratory Roller

Job No. 24-11-PW



**City of Kirkland
Department of Finance & Administration
123 Fifth Avenue
Kirkland, Washington 98033**

Proposals due by 4:00 pm on July 15, 2011



CITY OF KIRKLAND Request for Proposal

Tanden Vibratory Roller JOB NO. 24-11-PW

PROJECT DESCRIPTION: The City of Kirkland is seeking proposals from qualified suppliers for the purchase of a commercial tandem vibratory roller. The estimated cost for the roller is \$33,000 to \$40,000. (It is anticipated that a second roller will be purchased in 2012.)

NOTICE IS HEREBY GIVEN: The City of Kirkland will receive sealed proposals in the office of the Purchasing Agent, City Hall, 123 Fifth Avenue, Kirkland, Washington, by 4:00 p.m. on July 15, 2011.

The complete RFP may be accessed from the Homepage of the City's website at www.kirklandwa.gov (Click on City Purchasing). This RFP provides complete information on the equipment being sought and the submittal requirements. Copies of the RFP may be downloaded directly from this site. Those who wish to automatically receive any addenda or a notice of cancellation should provide contact information by emailing Barry Scott, Purchasing Agent, at bscott@kirklandwa.gov. Those who do not provide contact information are solely responsible for monitoring the City's website for any addenda to the RFP or a notice of cancellation. This Request for Proposal may be canceled at the discretion of the Purchasing Agent.

No supplier may withdraw his proposal within 45 days after the actual date proposals are due.

Small businesses and minority-owned businesses are specifically invited to submit proposals.

In the award of proposals, consideration shall be given to such matters as supplier integrity, record of past performance, financial and technical resources, and references. The City of Kirkland reserves the right to reject any and all proposals, to waive any informality in the proposal process, and to make the award to the lowest responsible supplier as determined by the City.

Any questions regarding the specifications or intended use of this equipment need to be addressed to Mark Berntsen, Street Division Lead, at mberntsen@kirklandwa.gov.

Barry L. Scott, C.P.M.
Purchasing Agent

Request for Proposals Tanden Vibratory Roller JOB NO. 24-11-PW

SCOPE OF WORK

It is the City of Kirkland's intent to purchase a tandem vibratory roller. It is anticipated that a second roller will be purchased in the second quarter of 2012 and the City would like to be able to use the same agreement.

All proposed Rollers must meet or exceed the minimum specifications provided in this RFP document.

SUBMITTAL REQUIREMENTS

Proposals must be received in the office of the City of Kirkland's Purchasing Agent by **4:00 pm on July 15, 2011**. Proposals received after that time will not be considered.

Proposals may be addressed to: City of Kirkland
Attn: Purchasing Agent – Job #24-11-PW
123 5th Avenue
Kirkland, WA 98033

Proposals may also be emailed to: bscott@kirklandwa.gov

Proposals must include the following:

1. Completed Price Proposal form signed by an authorized representative of the firm (Page 11).
2. Completed Non-Collusion Affidavit (Page 12).
3. Completed Statement of Qualifications form (Page 13).
4. Any product literature (brochures) or information in narrative form needed to address the Specifications and Selection Criteria shown below.
5. References – At least three Purchasers of the same or very similar equipment that is being proposed.

Tandem Vibratory Roller Specifications

Following are the minimum specifications for the Tandem Vibratory Roller required by the City of Kirkland:

1. Drum width – not to exceed 47.5"
2. Inside turning radius – 100" or less
3. Machine length – 98" or less to fit the existing trailer we have
4. Wheel base – 68" or less to balance properly on the existing trailer
5. Operating weight – 5500 - 5900 lbs. to not exceed trailer capacity
6. Diesel engine – 30 hp or better
7. Vibration frequency 3700 rpm or greater
8. Centrifugal force – 7000 lbs or greater
9. Fuel capacity – 10 + gallons
10. Water tank capacity – 50 + gallons

Any other proposed equipment must meet or exceed the minimum specifications shown above.

Selection Criteria

As this is a Request for Proposals, contract award is not based solely on price. It is the intent of the City to purchase the equipment that, in the sole judgment of the City, offers the best overall value to the City. In addition to price, the following criteria will be considered and should be clearly addressed in product literature and narrative form in each proposal:

1. Compliance with minimum specifications
2. Availability of equipment
3. Warranty
4. Equipment operating costs
5. Safety features
6. Ease of equipment operation
7. Availability of dealer service and parts
8. Ease of maintenance by City personnel
9. Equipment durability and useful life expectancy
10. Supplier's References (Provide at least 3 references)
11. Equipment demonstration may be required



CITY OF KIRKLAND

General Contract Conditions

Article 1 - Definitions	6
Article 2 - Execution and Intent	6
Article 3 - The City	7
Article 4 - Supplier	7
Article 5 - Commencement and Completion of Work	7
Article 6 - Correction of Work	8
Article 7 - Taxes	8
Article 8 - Indemnification	8
Article 9 - Conflict of Interest	8
Article 10 - Payments	8
Article 11 - Assignment	9
Article 12 - Termination by the City	9
Article 13 - Bid Proposal Deposit	9
Article 14 - Purchase by Other Governmental Agencies	9
Article 15 - Performance and Payment Bond Required	9
Article 16 - Nondiscrimination and Equal Opportunity Employment.....	9

**JOB #24-11-PW
CITY OF KIRKLAND
GENERAL CONTRACT CONDITIONS**

TANDEM VIBRATORY ROLLER

**ARTICLE 1
DEFINITIONS**

1.1 CONTRACT

The contract shall consist of the following documents: the Purchase Order, Request for Proposals, the General Contract Conditions, the Acknowledgment, the Equipment Specifications, the Proposal, and written changes of any of the foregoing documents. The contract documents are complimentary and what is called for in any one document shall be binding as if called for by all.

1.2 GOVERNING LAW

The governing law of this Contract shall be the laws of the State of Washington and the City of Kirkland including applicable rules and regulations thereof, venue of any action shall be in King County Superior Court.

1.3 CITY

The term "City" means the City of Kirkland, and the City's Fleet Supervisor at (425) 587-3881.

1.4 WORK

The term work as used in the contract documents includes all labor, materials, and equipment necessary to deliver one (1) new Tandem Vibratory Roller required by the Contract. Work further includes the delivery to the City of the equipment or other personal property as specified in the Contract and also includes all construction, manufacturing, installation, and modification activities and training required to be accomplished in order to meet the technical specifications of the Contract.

**ARTICLE 2
EXECUTION AND INTENT**

2.1 The Contract shall be executed by the issuance of a purchase order signed by the City Manager, Assistant City Manager or the Purchasing Agent as their delegate. The intent of the Contract is to include all labor, materials, and equipment necessary for the proper execution of the work described therein, and also to include all work which may be reasonably inferable from the contract documents as being necessary to produce the intended results.

2.2 Contracts, notices, and changes requiring the signature of the City shall not be binding upon the City unless signed by the officer or employee of the City who has been designated to administer the Contract. Unless otherwise provided, said officer is the City Manager, Assistant City Manager or the Purchasing Agent as their delegate.

ARTICLE 3

THE CITY

- 3.1** The City shall have the authority to require any corrections in the work which are necessary to obtain conformance with the requirements of the Contract, all at no additional cost to the City.

ARTICLE 4

SUPPLIER

- 4.1** The Supplier shall be responsible for all warranties on the Tandem Vibratory Roller, especially where subcontractors and/or suppliers may decline responsibilities in failures of warranty items. No exceptions to this section may be taken.
- 4.2** Unless otherwise specifically noted, the Supplier shall provide and pay for all labor, equipment, tools, construction equipment, machinery, additional utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.
- 4.3** The Supplier shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any governmental authority bearing on the performance of the work and shall notify the City if the contract documents are at variance therewith.
- 4.4** The Supplier shall be responsible for the acts and omissions of all of their company's employees, subcontractors, and all other persons performing any of the work.

ARTICLE 5

COMMENCEMENT AND COMPLETION OF WORK

- 5.1** The Supplier's proposal shall be accepted or rejected by the City within 45 calendar days from the date of bid opening.
- 5.2** The successful Supplier is obligated to execute an "Acknowledgment of Receipt of the Order" in writing within 10 calendar days of the receipt of the purchase order.
- 5.3** The successful Supplier shall have the specified equipment ready for delivery within 60 calendar days of receipt of the purchase order.
- 5.4** The specified equipment is to be delivered FOB Destination to the Kirkland Maintenance Center, 915 8th Street, Kirkland, WA 98033.

ARTICLE 6
CORRECTION OF WORK

- 6.1** The Supplier shall correct any work that fails to conform to the requirements of the contract documents and shall remedy any defects due to faulty materials, equipment, or workmanship which appear within one year of the date of final acceptance of the equipment or within such longer period of time as may be prescribed by warranty, law or by the terms of any applicable special guarantee required by the Contract, all at Supplier's sole expense.

ARTICLE 7
TAXES

- 7.1** The work under this Contract is subject to the Washington State Retail Sales Tax. The contract amount includes sales tax as a separate amount and no extra payment of any kind will be made by the City for the Washington State Sales Tax on any items or work performed under this Contract. Such sales tax as may be required to be paid by the Supplier to the State of Washington shall be paid and the Supplier shall identify the sale as having been made within the City of Kirkland.

ARTICLE 8
INDEMNIFICATION

- 8.1** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

ARTICLE 9
CONFLICT OF INTEREST

- 9.1** The Supplier further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Supplier further covenants that in the performance of this Contract, no person having any conflicting interest shall be employed. Any interest on the part of the Supplier or their company's employees must be disclosed to the City.

ARTICLE 10
PAYMENTS

- 10.1** The Contractor shall be paid in the following manner:

Payment will be made in full upon satisfactory delivery of the Tandem Vibratory Roller, acceptance of the specified equipment by the City and within 30 days of receipt of invoice.

ARTICLE 11
ASSIGNMENT

- 11.1** The Supplier shall not assign the Contract or any portion thereof without the prior written consent of the City. The request for assignment must be addressed by the Supplier to the City.

ARTICLE 12
TERMINATION BY THE CITY

- 12.1** If the Supplier defaults or neglects to carry out the work in accordance with the contract documents or fails to perform any provision of the Contract, the City may, after seven days written notice to the Supplier, without prejudice to any other remedy it may have, terminate the Contract.

ARTICLE 13
BID PROPOSAL DEPOSIT

- 13.1** Bid Proposal Deposit is not required for this purchase.

ARTICLE 14
PURCHASE BY OTHER GOVERNMENTAL AGENCIES

- 14.1** RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have entered into an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland may purchase from City of Kirkland contracts, provided that the Supplier agrees to such participation. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

ARTICLE 15
PERFORMANCE AND PAYMENT BOND REQUIRED

- 15.1** Performance and Payment Bond is not required for this purchase.

ARTICLE 16
NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

- 16.1** Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

- 16.2** Unemployment Compensation/Worker's Compensation: The Supplier and all subcontractors shall comply with all requirements and regulations of RCW Title 50 pertaining to unemployment compensation and to RCW Title 51 relating to worker's compensation, sometimes referred to as industrial insurance. The Supplier will be required to provide the Owner with the Industrial Insurance Account Numbers of all subcontractors performing work or providing services on the project.
- 16.3** General Compliance: The Supplier shall comply with the requirements of all other City ordinances, state statutes, laws, and regulations, whether or not stated herein, which are specifically applicable to the public improvements and work to be performed.
- 16.4** Anti Kick-Back: The Supplier and all subcontractors shall comply with the Copeland Anti Kick-Back Act and Regulations of the U. S. Department of Labor (29 CFR, Part 3). This act provides that each Supplier or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which such person is otherwise entitled. The Supplier or subcontractor shall report all suspected or reported violations to the appropriate agency.

**PRICE PROPOSAL
8 METRIC TON TANDEM VIBRATORY ROLLER
JOB NO. 24-11-PW**

Price proposal may be submitted in a **sealed envelope** marked "**RFP – Tandem Vibratory Roller**" and addressed to: City of Kirkland, Attn: Purchasing Agent, City Hall, 123 Fifth Avenue, Kirkland, Washington 98033. As an alternate, the price proposal may be submitted by email attachment to: bscott@kirklandwa.gov.

Price proposal must be delivered to the Purchasing Agent prior to 4:00 pm, July 15, 2011.

Having carefully examined the Request for Proposals, the General Conditions, Technical conditions, and Specifications, the undersigned proposes to furnish one (1) new Tandem Vibratory Roller in compliance with the above specifications for the amount set forth below.

<u>Proposed Make & Model</u>	<u>Qty</u>	<u>Price</u>
_____	1 EA	\$ _____
Washington State Sales Tax @ 9.5%		\$ _____
Total		\$ _____

Delivery: _____ days after receipt of purchase order.

Receipt of Addenda No. _____ is hereby acknowledged.

Name of Company

Signature

Address

Printed Name

City, State, Zip

Title

Phone Number

Date

The individual signing the signature line above hereby certifies that the bidder is:

___ Sole Proprietorship

___ Partnership

___ Corporation

**NONCOLLUSION AFFIDAVIT
TANDEM VIBRATORY ROLLER
JOB NO. 24-11-PW**

STATE OF WASHINGTON }
COUNTY OF KING } SS

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the City for consideration in the award of a contract for purchase by the City of Kirkland:

1 Each, New, Tandem Vibratory Roller
Job No. 24-11-PW

FIRM NAME

AUTHORIZED SIGNATURE

Sworn to before me, this _____ day of _____, 2011

Notary Public
in and for the State of Washington
Residing at _____
My Commission Expires _____

CITY OF KIRKLAND
STATEMENT OF SUPPLIER'S QUALIFICATIONS

Each Supplier bidding on work included in these contract documents shall prepare and submit the following data along with their proposal.

1. Name of supplier: _____
2. Business address: _____
3. Business phone: _____ Fax: _____
4. How many years have you been engaged in business under the present firm name? _____
5. Describe the general character of work performed by your company: _____

6. State of Washington Registration No.: _____
7. Uniform Business Identification (UBI) No.: _____
8. Industrial Insurance Account No.: _____
9. Federal IRS Identification No.: _____
10. I certify that other contracts now in progress or hereafter obtained will not interfere with timely delivery of products should I be awarded the contract.

Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____